

Honorable Robert D. Drain  
Docket Number 05-44481 (RDD)  
United States Bankruptcy Judge - Southern District of NY  
One Bowling Green  
New York, NY 10004 -1408

June 16, 2009

I William Eickholt and I am a Delphi Saginaw Steering Salary retiree. I was given an offer to help the Company by retiring before I turned 62. I am 61 years old with 41 years of GM and Delphi employment (31 years with GM and 10 years with Delphi). I retired April 1, 2009. The day after I retired, I was told that I would lose my health benefits. I still took the offer because they were offering me severance pay for six months, which would help offset the cost of buying my own health coverage.

Now, I am learning that I could lose my severance pay plus my pension. I cannot believe that I could work my entire life for a company and lose everything that I worked for just because I don't have anyone representing me in court.

I would like you to please keep this in mind when you make your rulings in the next few weeks. So, I am asking you to reject specifically, the June 1, 2009 Master Disposition Agreement, Article 9.5.11.

I feel the severance pay is my entitlement because it was a contract written during Bankruptcy and should be honored. I signed the agreement March 2009. I believe employees waived certain rights (Release of Claims) to receive our severance payments. I know we gave Delphi a value in exchange for getting our severance pay.

I think severance payments are a contract liability not a Delphi provided benefit.

I signed a valid, binding, legal contract and I expect the company to be forced to keep this contract.

Your Honor, please keep me and my family in mind when you rule on the following items: 1- keeping my pension payments and 2- keep my severance payments.

Yours respectively,

*William Eickholt*  
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